

## eBNF General Terms and Conditions

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## 1. Definitions

- 1.1. Unless the context otherwise indicates, the following expressions shall have the meanings indicated below:
- 1.1.1. 'Account', means any account held by the Customer with the Bank.
  - 1.1.2. 'Bank', refers to BNF Bank p.l.c., a credit institution licensed in Malta by the Malta Financial Service Authority in terms of the Banking Act 1994, with registration number C41030. The Bank's registered office and Head Office is 203, Level 2, Rue D'Argens, Gzira GZR 1368. The contact details are: Telephone – (+356) 2260 1000; email [customer@bnf.bank](mailto:customer@bnf.bank) –The Bank's Swift/Bank Identifier Code (BIC) is BNIFMTMT;
  - 1.1.3. 'Business Day', means a day when the Bank is open for business and excludes Sundays, Public Holidays and Bank Holidays.
  - 1.1.4. 'Customer', 'You' or 'Entity', means, in the case of physical persons, every physical person who holds an Account with the Bank and who has agreed to be bound by these Terms and Conditions, and in the case of Partnerships, every Partnership that holds an Account with the Bank and that has agreed to be bound by these Terms and Conditions.
  - 1.1.5. 'Linked Account', means every Account that a Customer chooses to link to the Service.
  - 1.1.6. 'Manager', means the duly authorised representative/s of any Customer that is a Partnership and who has been authorised to have full and unlimited access to the Accounts in such a manner as permits such person/s to request, approve and/or execute transactions of any kind in relation to the Linked Account using the Service as provided herein.
  - 1.1.7. 'Partnership' means any commercial partnership, civil partnership, or other body corporate or unincorporated.
  - 1.1.8. 'One-Time Password', means as code in digits that shall be sent to such mobile telephone device as shall be indicated by the Customer to the Bank as provided herein.
  - 1.1.9. 'Operator', means the duly authorised representatives of a Customer that is a Partnership who have been so authorised by the Customer to access the Linked Account/s using the Service and to perform Operation Requests using the Service.
  - 1.1.10. 'Operation Request' means the process whereby an Operator or Manager inputs the details of any requested transaction using the Service.
  - 1.1.11. 'Service' or 'eBNF', means the internet banking service provided by the Bank as described in Clause 5 of these Terms and Conditions and in virtue of which the Customer may carry binding, which Service is governed by these Terms and Conditions.
  - 1.1.12. 'Security Details', shall have a meaning ascribed to it in Clause 11.1 hereof.
  - 1.1.13. 'Source Account', shall have the meaning ascribed to it in Clause 8.2.1 hereof.
  - 1.1.14. 'Terms and Conditions', means the eBNF General Terms and Conditions, which lay down the terms and conditions for the use of the Service.
- 1.2. In these Terms and Conditions, any reference to:
- 1.2.1. These Terms and Conditions or to any other terms and conditions or document referred to in these Terms and Conditions shall be construed as a reference to such terms and conditions or document as amended, varied, modified, supplemented, restated, novated or replaced from time to time; and
  - 1.2.2. Any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provision as it may have been amended, modified, extended, consolidated, re-enacted or replaced and shall include any subsidiary legislation made thereunder.

## 2. Scope

- 2.1. These Terms and Conditions govern the use of the Service by the Customer.

## 3. Clients' Acceptance of Terms and Conditions

- 3.1. You may only subscribe to the use and Service or any part thereof after agreeing to be bound by these Terms and Conditions.
- 3.2. By subscribing to the Service the Customer agrees to link all Accounts held in the Customer's name with the Bank – including any joint account of which he/she is a holder and which has "Any one to Sign" instructions – to the Service.
- 3.3. The Customer may remove one or more Linked Accounts from the Service at any time by informing the Bank in writing.

## 4. Relation to Other Terms and Conditions

- 4.1. Your use of the Service is also subject to those terms and conditions that are applicable in respect to the use and operation of any Linked Accounts held by you with the Bank. Save as may be expressly provided herein, nothing shall operate to change any such terms and conditions whenever it is agreed that an Account is linked to the Services. You should review all applicable terms and conditions, including but not limited to any applicable fees and any restrictions that might in any manner affect or be affected by your use of the Service. In case of conflict between these Terms and Conditions and any other terms and conditions that may be applicable to any Linked Accounts, such terms and conditions shall prevail over these Terms and Conditions, unless stated otherwise herein.

## 5. Use of Services

- 5.1. You may use the Service to:
- 5.1.1. Transfer funds from any of the Linked Accounts to any other account in your name with the Bank either on a one-time or on a recurring basis;
  - 5.1.2. Transfer funds from any of the Linked Accounts to any other accounts held by third parties with the Bank;
  - 5.1.3. Transfer funds from any of the Linked Accounts to any other accounts held by you or by third parties with other credit institutions; provided that the SWIFT code and IBAN number of the beneficiary are included in the transfer instructions;
  - 5.1.4. View current balance information in respect of all your Linked Accounts;
  - 5.1.5. Review transactions made during such period of time as the Bank shall in its sole discretion determine in respect of any of your Linked Accounts.
  - 5.1.6. View your loan account details and repayment schedule (only if the relative loan account is a Linked Account);
  - 5.1.7. Open one or more term deposit and payment Accounts with the Bank;
  - 5.1.8. Perform self-service account maintenance including but not necessarily limited to re-ordering cheques, requesting copies of monthly statements, stopping payment on cheques, modifying existing future instructions and changing your Security Details;
  - 5.1.9. View and maintain cards held by you with the Bank;
  - 5.1.10. Send secure online mail messages and questions regarding the Service or any other bank-related queries to the Bank.

## 6. Authorisation Levels (only applicable to Accounts held by Partnerships)

- 6.1. Prior to executing any transaction using the Service, Customers that are Partnerships, must set the applicable authority levels by passing the necessary board resolution/s or other action required by such Customer's constitutive documents. Customers may appoint multiple users (each a "User") to operate and/or access its Account/s using the Service and any amendments to the levels of authorisations must be affected by the Customer in such a manner as would be binding on such Customer in terms of law and such Customer's constitutive documents.
- 6.2. Each User can be authorised and classified by the Customer as either a Manager or an Operator.
- 6.3. Managers shall have full and unlimited access to the Linked Accounts in such a manner as shall permit such person/s (alone or together with one or two other Managers, as shall be instructed by the Customer) to request, approve and/or execute transactions of any kind in relation to the Linked Accounts by using the Service.
- 6.4. Operators shall be entitled to "viewing only" access to the Linked Account/s using the Service and to perform Operation Requests using the Service; Provided that without prejudice to the powers and rights of Managers in terms of Clause 6.3, Managers shall also be entitled to carry out all the functions pertaining to Operators.
- 6.5. The Customer shall set the levels of authorisation in the relevant application form or in such other document as shall be provided by the Bank in order for a transaction in relation to each Linked Account to be successfully executed using the Service; The Customer may select different levels of authorisation by one, two or three Managers in order for a transaction to be successfully executed using the Service. Such transactions shall include but not be limited to:
  - 6.5.1. transfer of funds from any of the Linked Accounts to any other account in the Customer's name with the Bank either on a one-time or on a recurring basis;
  - 6.5.2. transfer of funds from any of the Linked Accounts to any other accounts held by third parties with the Bank;
  - 6.5.3. transfer of funds from any of the Linked Accounts to any other accounts held by the Customer or by third parties with other credit institutions; provided that the SWIFT code and IBAN number of beneficiary are included in the relative transfer instructions;
  - 6.5.4. opening of one or more Term Deposit Accounts with the Bank;
  - 6.5.5. ordering foreign currency;
  - 6.5.6. performing self-service account maintenance such as re-ordering cheques, stopping payment on cheques, and modifying existing future instructions; and
  - 6.5.7. rejecting a Pending Transaction as defined and described hereunder.
- 6.6. In order for a transaction using the Service to be successfully executed by a Customer that is a Partnership, an Operator or a Manager shall first make an Operation Request.
- 6.7. Once an Operation Request has been made, the transaction in question shall be posted automatically into a "pending transactions" folder.
- 6.8. In order for one or more transactions that have been posted to the "pending transactions" folder to be successfully executed using the Service such transaction/s must be subsequently authorised by such number of Managers that are required for such transaction to be carried out, as shall have been indicated by the Customer in the relative application form. Each transaction that shall be requested using the Service will not be executed until such number of Managers required to authorise such transaction/s, so authorise the transaction/s in question.
- 6.9. Without prejudice to the Bank's right to establish maximum limits to the amounts that may be transferred by the Customer using the Service, the Customer may establish daily limits on all transactions that may be executed by its duly authorised Managers and such limits shall be indicated on the relative application form.

## 7. Transfers

- 7.1. Processing of Transfer Requests:
  - 7.1.1. The Bank will consider every request, instruction or transaction received from the Customer through the Service as a request, instruction or transaction authorised by the Customer, and this notwithstanding any other mandate which the Customer would have previously given to the Bank;
  - 7.1.2. You can effect transfers or payments using the Service from any Linked Account on a one-time or on a recurring basis; provided that in the case of recurring transfer, the transfers are for the same amount and at regular intervals. Transfers or payments made using the Service may be made with immediate effect or may be scheduled to take effect on a future date;
  - 7.1.3. One-time (single) transfers or payments to be made with immediate effect as well as scheduled and recurring transfers or payments can be made from a Linked Account to other accounts held by the Customer or by third parties with the Bank or to accounts held by the Customer or third parties with other credit institutions as provided herein or in any other applicable terms and conditions;
  - 7.1.4. Immediate transfers or payments from any Linked Account that is a deposit account shall be immediately reflected in such Account's available balance.
- 7.2. Scheduled and Recurring Transfers or Payments:
  - 7.2.1. Any transfers or payments that shall be scheduled for a weekend or a day that is not a Business Day will be processed at the latest on the following Business Day. All other scheduled and recurring transfers or payments will be processed from the Linked Account indicated as that from which the transaction is to originate (the "Source Account") on the Business Day indicated by the Customer.
- 7.3. Limitations on Transfers and Payments:
  - 7.3.1. The Bank reserves the right at any time to impose and/or vary any minimum and/or maximum daily limits with respect to amounts that may be transferred from a Linked Account using the Service, and any applicable limits shall be posted on the Bank's website. The Bank shall provide the Customer with reasonable prior notice in case of any changes to such limits;
  - 7.3.2. The Bank reserves the right at its sole discretion not to process any transfer or payment requested by the Customer using the Service if the request or instructions to make such transfer or payment shall be for an amount that is lower than the minimum or exceeds the maximum applicable limit that shall be indicated on the Bank's website as provided above or as may be agreed between the Bank and the Customer from time to time, and in such case, the Customer shall be responsible for making alternate arrangements for rescheduling the payment or transfer.
- 7.4. Sufficient Available Funds:
  - 7.4.1. Whenever the Customer instructs the Bank to transfer or pay out any amount from any Linked Account using the Service, the Bank shall be authorised to withdraw, debit or charge the necessary funds (including any applicable fees or charges) from the indicated Linked Account on the designated date of the transfer or payment in question;
  - 7.4.2. The completion of a transfer or payment from any Linked Account using the Service is subject to the availability of sufficient funds in the indicated Linked Account using the Service is subject to the availability of sufficient funds in the indicated Linked Account at the time of the transaction is due to be given effect. If there are insufficient available funds in the indicated Linked Account, the transfer or payment in question will not be processed; Provided that the Bank may at its sole discretion make a further attempt to issue such payment or process the transfer request in question;
  - 7.4.3. The Bank is under no obligation to inform you and shall not be responsible if any payment or transfer that you shall have instructed or requested using the Service, shall not be completed when the completion of such transfer or payment would not have been possible as a result of there being insufficient funds in the indicated Linked Account or if

the credit or payment limit of such Linked Account would have been exceeded as a result of the payment or transfer in question.

#### 7.5. Others

- 7.5.1. You are and shall remain responsible for providing the correct information and instructions when registering for and using the Service, when linking any additional Accounts to the Service and when conducting or executing any instructions, requests or transactions using the Service;
- 7.5.2. Before finally clearing and accepting any requests or instructions you shall have provided when using the Service for processing, the Bank will provide you with the opportunity to review the relative transaction/s, to correct any mistakes and to withdraw from the relative transaction/s. While the Bank will use its best endeavours to assist you if you make a mistake when using the Service, the Bank will not be responsible for any loss caused or damage suffered by you or by third parties as a result of any mistake you make while using the Service;
- 7.5.3. You hereby acknowledge that once certain transactions have been confirmed by you, they may not be amended, reversed or terminated. Moreover, the Bank will not be liable for payments made by you to unintended recipients due to the input of incorrect information, nor shall the Bank be responsible for the verification of the identity of recipients of any funds transferred by you from any Linked Account using the Service. The Bank may not be able to reverse duplicate or erroneous payments you make to other accounts without the specific consent of the recipient bank or account holder. The Bank will not be liable for any act or omission on the part of any institution where such other account is held;
- 7.5.4. The Bank reserves the right to ask you for details regarding the origin of the money involved in any transaction you might request or provide instructions for using the Service. The Bank reserves the right, at its sole discretion, to delay or decline transfers or payments from any Linked Account in the event that you do not provide the Bank with all information that may be requested by the Bank in relation to such transfer or payment;
- 7.5.5. You may cancel any transaction planned for a future date, provided that you notify the Bank before the designated date of the transfer or payment in question;
- 7.5.6. The exchange rate used for any transaction shall be the exchange rate valid at the time of processing; provided that whenever the Bank is unable to provide a firm exchange rate quotation, the Bank reserves the right to effect any transfer or payment from a Linked Account on the basis of a provisional exchange rate that shall be subject to adjustment when the actual exchange rate is ascertained. Any eventual difference between the provisional rate and the actual rate shall be debited or credited, as the case may be to the Customer in/from the Linked Account from which the transaction in question originated;
- 7.5.7. The Bank reserves the right to suspend the Service or any part thereof that requires the use of an exchange rate, if there are valid reasons for doing so, including but not limited to, during a volatile market;
- 7.5.8. The exchange rate that will be applied by the Bank for a transaction that has been instructed or requested by a Customer using the Service may differ from the exchange rates quoted on the Bank's website and may change from time to time;
- 7.5.9. Should a request or instruction for any transaction using the Service be incomplete or erroneous, any exchange loss will be borne exclusively by the Customer;
- 7.5.10. Requests for transfers or payments from any Linked Account to any other account held by the Customer or by third parties with the Bank will be processed on the same day;
- 7.5.11. Requests for SEPA and non-SEPA transfers shall be executed according to the cut off times set by the Bank which are available on the Bank's website.

## 8. Balances

- 8.1. When you access any Linked Account using the Service you may view both your current balance and your available balance on every Linked Account at that time.



- 8.2. Notwithstanding the above, such balance may not show transactions that are yet to be processed or verified by the Bank.
- 8.3. You agree not to use the Service in any way that would give rise to unauthorised borrowing on any Account you hold with the Bank. You may only incur borrowing on any Account with the Bank's prior written consent.
- 8.4. Without prejudice to any other remedy that may be available to it, the Bank reserves the right to debit interest and any charges that may be payable in the event that you use the Service in such a manner as would give rise to unauthorised borrowing on any Account you hold with the Bank.
- 8.5. The Bank will not be obliged to execute an cause the completion of any requests or instructions by you to effect a transfer or make a payment if sufficient funds, including overdraft lines of credit, are not available in the Linked Account from which the transfer or payment is to be made. In any event, should you cause any Linked Account to be overdrawn without the Bank's prior authorisation, the Bank shall have the right to apply the banking tariffs/charges that shall be applicable from time to time and which shall be made available on the Bank's Tariff of Charges.

## 9. Fees

- 9.1. The Bank reserves the right to change a fee that established by the Bank in its sole discretion for the subscription to and/or use of the Service.
- 9.2. The Bank further reserves the right to charge such fees and charges as may be included on the Bank's Tariff of Charges from time to time for every request, instruction or transaction made by the Customer when using the Service.
- 9.3. The Customer hereby gives his consent to the Bank to debit any Account held in his name with the Bank for the settlement of all applicable fees and/or charges or penalties including but not limited to any penalty fees claimed by foreign banks due to non-STP (Straight Through Processing), for transfers or payments that lack all necessary information or due to incorrect format of the BAN/SWIFT Codes, Local Clearing Bank Codes or other similar matters.

## 10. Security

- 10.1. The Bank will provide the Customer with a distinctive Username and Password (hereinafter referred to as "First Level Authentication") together with a different One-Time Password for each access and each instructed transaction to be carried out using the Service (hereinafter referred to as "Second Level Authentication"), (hereinafter referred to collectively as the "Security Details"). The Customer shall be required to input such Security Details as shall be required by the Bank in order to access and/or use the Service. You are encouraged to change your Password when you first access the Service. The Customer must take all reasonable steps to keep the Security Details secret at all times.
- 10.2. Upon applying for the Service, the Customer shall indicate the mobile device number to which the One-Time Password is to be sent by the Bank each time a transaction requiring the insertion of such One-Time Password is selected or is to be instructed by the Customer. The Customer may request the Bank to change such mobile device number either at any branch of the Bank or through the Service.
- 10.3. The Bank reserves the right to request you to change any of your Security Details at any time for administrative, procedural or security reasons.
- 10.4. The Bank's website or on any other website.
- 10.5. The components of the First Level Authentication will be requested in order for you to successfully access the Service at any time. Each request or instruction following access to the Service and that requires authorisation using the Service shall require the insertion of the applicable One-Time Password.
- 10.6. By subscribing to the Service, and to the extent permissible in terms of law, you irrevocably authorise the Bank to accept and act on all requests or instructions without taking any further steps to ensure that such requests or instructions are genuine, if any such requests or instructions have been confirmed using the requested Security Details.

- 10.7. You must always log off from the Service when you do not require to use the Service any longer and you should never have your computer unattended while you are logged on to the Service. As a security measure, if you are logged on to the Service and have not used the Service for a period of time determined by the Bank in its sole and absolute discretion, you will be logged off automatically.
- 10.8. You must not write down, store (whether in any encrypted code or otherwise) or specifically program you or any other computer to remember any of your Security Details.
- 10.9. The Bank reserves the right to keep records of any electronic requests, instructions or transactions you shall make when using the Service.
- 10.10. The Bank reserves the right to deny you access to the Service if, in the Bank's sole discretion, it has a reason to believe that:
  - 10.10.1. a person other than you is trying to use the Service to access any Linked Accounts held by you with the Bank;
  - 10.10.2. the wrong Security Details or any of them have been used to try to access any Linked Accounts held by you with the Bank;
  - 10.10.3. someone other than you knows or is using your Security Details; and
  - 10.10.4. there are any other valid reasons to deny you access to the Service.
- 10.11. The Bank undertakes to inform you as soon as reasonably possible if your access to the Service is to be or has been denied as provided in Clause 11.10.
- 10.12. The Customer undertakes to read, take note of and follow the security tips provided in the Bank's Internet Privacy Statement that is posted on the Bank's website.

## 11. Limitation of Liability

- 11.1. Although the Bank shall take all reasonable care to prevent harm or loss to you, you agree that, to the extent permissible in terms of law the Bank shall not be liable for any direct, indirect, special, incidental or consequential damages or loss of any kind whatsoever or howsoever caused arising as a result of your use of or inability to use the Service unless such loss or damage arises from the Bank's gross negligence or wilful intent.
- 11.2. The Bank shall furthermore not be liable for any failure at any time to provide all or any part of the Service, which includes, but shall not be limited to, any failure as a result of which any part of the Service shall be unavailable due to daily processing, maintenance or upgrades to the Bank's systems, power failures, viruses, system failures and any failure which is outside the Bank's control (force majeure).
- 11.3. You furthermore agree to indemnify the Bank against all actions, proceedings, claims, losses, charges, expenses (including but not limited to legal fees and expenses) which the Bank may incur directly or indirectly, however occasioned, by reason of your use of the Service or as a result of any breach by you of these Terms and Conditions.
- 11.4. You shall be held liable for any losses, including the amount of any transaction carried out without your authority, where it can be proven that you have acted fraudulently or in a grossly negligent manner that shall have facilitated the carrying out of an unauthorised transaction.
- 11.5. The Bank is required to act in accordance with the laws and regulations and requests of public and regulatory authorities in various jurisdictions that relate to the prevention of money laundering, terrorist financing and the provisions of financial and other services to any persons or entities. In fulfilling such duties, the Bank may take any action it deems appropriate, including but not limited to the interception and investigation of any transfer requests or instructions, and the Bank shall not be liable for any arising loss or damage of any type and howsoever occasioned that is or may be suffered by you or any third party arising out of the delay or non-execution of any request or instructions.
- 11.6. The Bank does not warrant that the Service is free from virus or destructive features which may adversely affect the Customer's hardware, software or equipment. While the Bank will take all reasonable precautions to ensure that the Service is secure, and free from interception by third parties, the Bank shall not be liable for any loss or damage you may suffer as a result of any viruses or any unlawful interception of any information that you may have provided to the Bank while using the Service.



- 11.7. The Service may contain some material provided by third parties and the Bank does not necessarily agree with the content of such material. In addition, the Bank accepts no responsibility or liability for the accuracy of any such material.
- 11.8. Without prejudice to the provisions of Clause 12.5, in the case of transfers or payments that are to be routed via or to the United States of America (U.S.A.) for credit to a beneficiary's account inside or outside the U.S.A., the funds in question may become attached under prevailing U.S.A. sanctions and as a consequence, the remission of such funds will be made at the Customer's sole risk and responsibility.

## 12. Variation/Termination

- 12.1. The Bank reserves the right to amend, extend or replace the Service and all relevant documentation, including these Terms and Conditions from time to time at its sole discretion. In any such case, the Bank shall give the Customer prior reasonable notice and the Customer shall be deemed to have accepted any such amendments unless he notifies the Bank of his intention to terminate the Service before the date of their entry into force. Such termination by the Customer shall be at no charge.
- 12.2. The Bank further reserves the right to restrict the use of part or all of the Service and to remove the Service or any part thereof by giving you reasonable prior notice. Provided that the Bank reserves the right to suspend or terminate all or part of the Service without providing any prior notification should such suspension or termination be required for technical or security reasons.
- 12.3. The Bank reserves the right to restrict, suspend or terminate your access to the Service immediately and without prior notice in the following cases:
  - 12.3.1. if you act in breach of any of these Terms and Conditions;
  - 12.3.2. if you have been declared bankrupt;
  - 12.3.3. if the banking relationship between the Bank and you has been terminated for any reason whatsoever;
  - 12.3.4. if there are any changes in market conditions or in the Bank's general practice;
  - 12.3.5. if there are any changes in the law or a decision taken by a Court, tribunal, regulator or any other similar body;
  - 12.3.6. if there is any clause of force majeure; or
  - 12.3.7. if the Bank is required to do so in terms of any applicable law or following a lawful order or decision from a competent Court or authority.
- 12.4. You may withdraw and cancel your subscription to the Service at any time by writing to the Bank at such address as shall be posted on the Bank's website from time to time. Your withdrawal from the resulting cancellation of your subscription to the Service will not operate to close any Linked Accounts or to automatically cancel any scheduled payments, standing orders or direct debit you may have requested or provided instructions for prior to cancelling your subscription to the Service.
- 12.5. After suspension or termination of the Service, any of these Terms and Conditions which need to survive such suspension or termination of the Service, any of these Terms and Conditions which need to survive such suspension or termination in order to give effect to their meaning, will remain in full force and effect.

### 13. Notices & Confirmation

- 13.1. You agree that the Bank's publishing a notice on its website or sending you a notice once you log on to the Services, or sending an e-mail or letter at such address as you may provide to the Bank from time to time will constitute sufficient notice to you in terms of these Terms and Conditions.
- 13.2. Should you use the Service after having been notified of any changes as provided above, you will be deemed to have accepted all amendments of which you shall have been notified.
- 13.3. Any notice that is to be sent by post will be sent to the last correspondence details you have provided to the Bank. It is your responsibility to inform the Bank of any changes to your postal address.

### 14. Copyright

- 14.1. Subject to that contained herein; the copyright of all images and text on the Bank's website vests exclusively in the Bank.
- 14.2. You may not reproduce any of the content of the Bank's website without the Bank's prior permission, though you may download or print a copy of the contents of the said website for your own personal use.
- 14.3. While the Bank reserves the right to provide hyperlinks to external sites from within the Bank's website, the Bank does not claim ownership over any rights in relation thereto, and it shall not be responsible for the content or availability of any such sites.

### 15. Severability

- 15.1. Each of the provisions of these Terms and Conditions is severable and distinct from the others and, if at any time one or more of such provisions which is not of a fundamental nature is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions of these Terms and Conditions shall not be affected in any way.

### 16. Waiver

- 16.1. No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Terms and Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these Terms and Conditions are cumulative and not exclusive of the rights and remedies provided by law.

### 17. Governing Law and Jurisdiction

- 17.1. The Service and these Terms and Conditions shall be governed by and construed in accordance with the Laws of Malta.
- 17.2. The Courts of Malta shall have exclusive jurisdiction over all claims and/or disputes arising in relation to the Service and these Terms and Conditions.